

TOWN OF DAVIE

TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Mark A. Kutney, AICP, Development Services Director/(797-1101)
Prepared by: Bradley Swing, AICP, Planner II

SUBJECT: Resolution – Amendment to Annexation Agreement – Jolmy Enterprises

AFFECTED DISTRICT: District 1

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AMENDING AN ANNEXATION AGREEMENT BETWEEN THE TOWN OF DAVIE AND JOLMY ENTERPRISES, INC., AND PROVIDING AN EFFECTIVE DATE.

REPORT IN BRIEF: The resolution before Town Council this evening is based on the need to provide for an amendment to the Annexation Agreement between the Town of Davie and Jolmy Enterprises, Inc. On June 19, 1996, the Town entered into an Annexation Agreement with Jolmy Enterprises, Inc. to annex property into the Town located at the southeast corner of I-595 and Florida's Turnpike. The Annexation Agreement included a provision that Jolmy shall be allowed to construct a total of three (3) billboards on the property which will also contain a full-service travel business center.

The purpose of this resolution is for Town Council to authorize Mayor to execute the amendment to the Annexation Agreement. This amendment specifically relates to Paragraph 6 of the Agreement, entitled "Sign Regulations". Approval of this resolution will allow the Town to process permits for the proposed billboard sites in accordance with Section 12-237 through Section 12-245 of the Town of Davie Code of Ordinances and all applicable regulations of the State of Florida, Department of Transportation.

PREVIOUS ACTIONS: None

CONCURRENCES: None.

FISCAL IMPACT: None

RECOMMENDATION(S): Staff finds the resolution complete and suitable for transmittal to Town Council for further consideration.

Attachment(s): Resolution, Letter from Jolmy Enterprises, Proposed Billboard Location Site, Zoning and Aerial Map, Future Land Use Map

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AMENDING AN ANNEXATION AGREEMENT BETWEEN THE TOWN OF DAVIE AND JOLMY ENTERPRISES, INC., AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 19, 1996, by Town of Davie Resolution Number R-96-194, the parties, Town of Davie and Jolmy Enterprises, Inc. entered into an Annexation Agreement, providing that the property at issue in the Agreement was to be annexed into the Town; and

WHEREAS, it was the parties intention at the time of entering into the Agreement, and remains the parties intention, that Jolmy be allowed to construct three (3) billboards on the Property; and

WHEREAS, Paragraph number 6 of the Agreement, entitled "Sign Regulations" provided that the billboards were to be constructed in accordance to the style, size and lettering restrictions in Section 39-325 of the Broward County Code; and

WHEREAS, Paragraph number 5, Section number 8 of the Agreement, entitled "Amendments and Modifications" provides that the Agreement can be modified or amended upon written consent of both parties; and

WHEREAS, the attached Amendment to Annexation Agreement between the Town of Davie and Jolmy Enterprises, Inc., amends the agreement previously approved by Resolution Number R-96-194.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie does hereby authorize the Mayor, or his designee, to execute the Amendment to Annexation Agreement between the Town of Davie and Jolmy Enterprises, Inc., attached hereto and made a part hereof as Exhibit "A".

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2003.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2003.

**AMENDMENT TO ANNEXATION AGREEMENT BETWEEN
THE TOWN OF DAVIE AND JOLMY ENTERPRISES, INC.**

WHEREAS, on June 19, 1996, the parties, Town of Davie (Town) and Jolmy Enterprises, Inc. (Jolmy) entered into an Annexation Agreement (The Agreement) providing that the property described in the Agreement (The Property) was to be annexed into the Town; and

WHEREAS, a copy of the June 19, 1996 Annexation Agreement is attached hereto; and

WHEREAS, it was the parties intention at the time of entering into the Agreement, and remains the parties intention, that Jolmy be allowed to construct three (3) billboards on the Property; and

WHEREAS, Paragraph numbered 6 of the Agreement, entitled Sign Regulations, provides that the billboards were to be constructed in accordance with the style, size and lettering permitted in Section 39-325 of the Broward County Code, as it may be amended from time to time or modified by state statute, federal regulation or judicial action; and

WHEREAS, in order for such billboards to be useful and effective, they need to be erected at a height which exceeds the height restrictions in the Broward County Code; and

WHEREAS, the parties desire that the construction of the billboards (height, sign area, etc.) be done in accordance with the current sign regulations of the Town; and

WHEREAS, Paragraph numbered 5, Section number 8 of the Agreement, entitled Amendments and Modifications, provides that the Agreement can be modified or amended upon the written consent of both parties.

NOW, THEREFORE, the parties wish to amend the Agreement and hereto agree as follows:

1. Sign Regulations. The Town and Jolmy agree that Paragraph 6 of the parties June 19, 1996 Agreement shall be deleted and shall henceforth read as follows:

Town and Jolmy agree that, notwithstanding any regulations to the contrary, Jolmy shall be allowed to construct a total of three (3) billboards on the Property along Interstate 595 and the Florida Turnpike in accordance with the regulations set forth in Section 12-237 through Section 12-245 of the Town of Davie Code of Ordinances as these Sections exist at the time of the execution of this Amendment to Annexation Agreement; provided however, that (a) in no event shall Jolmy be allowed less than three (3) billboards, (b) in the event the Town of Davie Code of Ordinances relating to billboards is amended in the future and such amendment(s) are less restrictive, then such amendment(s) shall apply, and (c) Section 12-238(J)(9)(g) which provides "the Town Council shall have the right to reject any proposed site, notwithstanding the site's compliance with subsections (a) through (f) above" shall not apply. The design of the billboards

shall be submitted to the Town Site Plan Review Committee for review and comment and Jolmy shall incorporate such comments to the extent possible while maintaining the integrity of its design for the billboards. A copy of Section 12-237 through Section 12-245 of the Town of Davie Code of Ordinances as existing at the time of the execution of this Amendment to Annexation Agreement is attached hereto.

2. Compliance With State of Florida, Department of Transportation Regulations.
The billboards described above will comply with all applicable regulations of the State of Florida, Department of Transportation.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to the Annexation Agreement on the respective dates under each signature; Jolmy signing by and through its duly authorized representative; and the Town through its Town Council, signing by and through its Mayor, or his designee, authorized to execute same by Town Council Action on _____ day of _____, 2003.

ATTEST:

TOWN
TOWN OF DAVIE, FLORIDA

Town Clerk

By: _____
Mayor/Council member

Approved as to form: _____ day of _____, 2003

By: _____
Town Attorney

Witnesses:

JOLMY ENTERPRISES, INC.

William E. Myers, President

Approved as to form: _____ day of _____, 2003

ANNEXATION AGREEMENT BETWEEN
THE TOWN OF DAVIE AND JOLMY ENTERPRISES, INC.

THIS ANNEXATION AGREEMENT, executed this 19th day of June, 1996, made and entered into by and between the TOWN OF DAVIE, a municipal corporation of the State of Florida ("Town") and JOLMY ENTERPRISES, INC., a Florida corporation ("Jolmy").

W I T N E S S E T H:

WHEREAS, Jolmy holds fee simple title to the lands legally described in Exhibit "A" (the "Property"); and

WHEREAS, the Property was zoned by the Board of County Commissioners of Broward County as "A-5" or "Agricultural Excavation A-5 District"; and

WHEREAS, the land use for the Property was designated by the Broward County Comprehensive Plan as "Industrial"; and

WHEREAS, Jolmy desires to voluntarily annex the Property into the Town upon certain terms and conditions as set forth in this Annexation Agreement; and

WHEREAS, the Town Council of the Town of Davie (the "Town Council") has determined that:

- A. The Property is owned by Jolmy;
- B. The Property is contiguous to the municipal boundaries of the Town;
- C. The Property is not included within the boundary of another incorporated municipality;
- D. The Property is reasonably compact; and
- E. The annexation of the Property will not result in the creation of enclaves; and

WHEREAS, the Town has determined that the size, location and transportation access of the Property make it ideally suited for future development and that such future development will foster the economic growth and development of the Town and that the Property may serve as a regional activity center; and

WHEREAS, the Town Council has approved this Annexation Agreement and has authorized the proper town officials to execute this Annexation Agreement by resolution passed at a regular meeting on June 19th, 1996; and

WHEREAS, Jolmy wishes to establish a full-service travel business center on the Property initially consisting of the following uses: truck stop, gas station, convenience store and fast food restaurant; and with possible additional uses to include: retail, truck service, office, warehouse and hotel.

NOW, THEREFORE, in consideration of the mutual promises and other considerations herein contained, the parties hereto agree as follows:

1. Recitations. The recitations set forth above are true and correct and are incorporated herein by this reference.

2. Annexation Petition. Simultaneously with the review and approval of this Annexation Agreement, Jolmy has applied to Town for annexation of the Property into the Town in accordance with the provisions of Section 171.044, Florida Statutes (the "Annexation Petition"). Upon approval of the Annexation Petition and annexation of the Property into the Town, this Annexation Agreement shall govern the rights and obligations of the parties regarding the Property. In the event that Town does not approve the Annexation Petition, then this Annexation Agreement shall be deemed terminated for all purposes and shall be of no further force and effect.

3. Zoning and Permitted Uses. Within thirty (30) days of the effective date of an ordinance passed to effectuate the annexation pursuant to this Annexation Agreement, Jolmy shall file the necessary application(s) to zone the Property to a M-3 and/or B-3 district as described in the Town of Davie Code of Ordinances. In the event that the existing zoning designations in the Town of Davie Code of Ordinances do not permit all of Jolmy's desired uses on the Property, the Town Council agrees to consider developing and adopting a new zoning designation to permit all such uses on the Property, which uses shall include a truck stop, gas station, convenience store, fast food restaurant, retail, truck service (major repair), warehouse (storage), office and hotel.

4. Road Improvements. The Town recognizes that it is important to make roadway improvements to Oakes Road and Burris Road, as described in Exhibit "B" hereto (the "Road Improvements") and the Town acknowledges that Jolmy is making all reasonable efforts to secure the necessary funding for such Road Improvements. However, to facilitate the completion of the Road Improvements, the Town hereby commits to pay up to one hundred fifty thousand dollars (\$150,000) towards the cost of right-of-way acquisition necessary for the Road Improvements. In addition, the Town shall apply for an Economic Development Transportation Fund grant in the amount of one million two hundred thousand dollars (\$1,200,000) to be applied toward the Road Improvements. Such grant request shall also request one hundred fifty thousand dollars (\$150,000) as matching funds to the Town's \$150,000 commitment for right-of-way acquisition. In the event the Town is unsuccessful in obtaining the aforementioned grant, Town shall, pursue alternative forms of public finance assistance which may include creation of a special assessment district pursuant to Florida Statutes.

5. Utilities, Assessments, and Public Services.

a. Utilities. The Town and Jolmy hereby agree to enter into a water and sewer service agreement similar to the agreement contained in Exhibit "C" of Resolution No. R-84-160 of the Town of Davie, Florida, except that for the purpose of assisting Jolmy in funding the construction of off-site improvements as described in Exhibit "C" of this Annexation Agreement, the Town hereby agrees to provide Jolmy with water and sewer line credits and a lift station as reflected on Exhibit "C" hereto.

b. Public Safety Services. The Town agrees to provide to Property municipal services, such as fire protection, law enforcement, community policing activities, emergency and other public safety services within the Property on a 24-hour per day basis. In the event all or a portion of the roadways within the Property have private rights-of-way, Jolmy shall provide the requisite public easement to the Town so that the Davie police and fire will have legal access for vehicular and pedestrian access over and across the private roadways within the Property.

c. Assessments. Jolmy shall not be subject to any special assessments, charges, fees or taxes imposed by the Town for any other municipal service now or in the future, unless such special assessment fee, tax or charge is imposed by the Town on a Town-wide basis or is voluntarily accepted by Jolmy. Nothing herein is to be construed as Jolmy waiving its rights to challenge any such special assessments, fees, taxes or charges, as provided by law.

6. Sign Regulations. Town and Jolmy agree that, notwithstanding any regulations to the contrary, Jolmy shall be allowed to construct a total of three (3) billboards on the Property along Interstate 595 and the Florida Turnpike of the same style, size and lettering permitted in Section 39-325 of the Broward County Code, as it may be amended from time to time or modified by State statute, federal regulation or judicial action. The design of the billboards shall be submitted to the Town Site Plan Review Committee for review and comment and Jolmy shall incorporate such comments to the extent possible while maintaining the integrity of its design for the billboards.

7. Severability. If any section, subsection, sentence, clause, phrase or portion of this Annexation Agreement is for any reason held invalid or unconstitutional in any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

8. Amendments or Modifications. This Annexation Agreement can only be modified or amended upon the written consent of the Town and Jolmy.

9. Successors and Assigns. This Annexation Agreement shall inure to the benefit of, and be binding upon, Jolmy's successors and assigns.

10. Legal Fees. The Town shall reimburse Jolmy for legal fees incurred in the preparation of this Annexation Agreement and the preparation and approval of the Annexation Petition, said reimbursement not to exceed the sum of ten thousand dollars (\$10,000). The reimbursement shall be due and payable only upon approval of the Annexation Petition provided for herein. The Town shall be provided with copies of all statements for legal services for which Jolmy seeks reimbursement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Annexation Agreement on the respective dates under each signature; Jolmy signing by and through its duly authorized representative; and Town through its Town Council, signing by and through its Mayor, authorized to execute same by Town Council action on 19th day of JUNE, 1996.

ATTEST:

TOWN

TOWN OF DAVIE, FLORIDA

By: _____

_____, Mayor

[Signature], Town Clerk

Approved as to form:

____ day of _____, 1996

By: _____

Town Attorney

AGREEMENT BETWEEN TOWN OF DAVIE AND JOLMY ENTERPRISES, INC.

Witnesses:

JOLMY ENTERPRISES, INC.

[Signature]
[Signature]

[Signature] Pres.
William E. Myers, President
19 day of MAR 1996

A portion of FERNCREST RIDGE, according to the Plat thereof, as recorded in Plat Book 49, at Page 29, of the Public Records of Broward County, Florida; more particularly described as follows:

Commence at the Northeast corner of said Plat, same being the Southeast corner of Tract 1, Tier 9 of NEWMAN'S SURVEY, according to the Plat thereof, as recorded in Plat Book 2, Page 26, of the Public Records of Dade County, Florida; thence South 14°50'17" West, along the East line of aforesaid Plat of FERNCREST RIDGE, 262.07 feet to the Point of Beginning; thence continue South 14°50'17" West, along said East line 368.93 feet; thence North 87°36'09" West, 533.83 feet to the South line of Tract 2 of aforesaid Plat of NEWMAN'S SURVEY; thence North 75°09'43" West, along said South line, 79.82 feet; thence South 14°50'17" West, 242.01 feet to a South line of aforesaid Plat of FERNCREST RIDGE; thence North 89°56'59" West, along said South line, 201.56 feet; thence South 85°42'13" West, continue along said South line, 300.00 feet; thence North 79°72' feet; thence North 89°31'58" West, continue along said South line, 300.00 feet; thence South 84°46'09" West, continue along said South line, 36.12 feet to the Southwest corner of said Plat of FERNCREST RIDGE; thence North 14°50'17" East, along a West line of said Plat, 390.82 feet to the Southeast corner of Tract 2, Tier 13 of aforesaid Plat of NEWMAN'S SURVEY; thence North 75°09'43" West, along aforesaid South line of said Tract 2, 132.06 feet; thence North 22°52'26" East 52.57 feet; thence North 83°46'38" East 113.11 feet; thence North 14°50'17" East, 157.00 feet; thence North 83°46'38" East, 138.99 feet to the Northeast corner of the South one-half (S1) of said Tract 2, Tier 13; same being the West line of aforesaid Plat of FERNCREST RIDGE, 372.00 feet to the Northeast corner of aforesaid Tract 2, Tier 13; thence South 75°09'43" East, along said North line of said Tract 2, 343.67 feet; thence South 84°34'02" East, 259.54 feet; thence South 46°33'49" East, 154.11 feet; thence South 50°28'26" East, 380.71 feet; thence South 80°43'05" East, 112.84 feet to the Point of Beginning.

Said lands lying in Broward County, Florida, containing 22.35 acres, more or less.

EXHIBIT "B"

ROAD IMPROVEMENTS

This project will provide for a four lane non divided curb and gutter section of relocated Oakes Road with a new intersection at U.S. 441 being modified. This will provide for approximately 2200 feet of roadway that will provide for a connection to Burris Road and also a smooth transition up to Southwest 47th Avenue which is another major thoroughfare that serves Florida's Turnpike from Griffin Road. Along with the improvements to Oakes Road will be approximately 2700 feet of Burris Road which will also be four lane non divided curb and gutter section and the final 1000 feet of State Road 84 Spur which will lead into the proposed Travel Business Center.

These improvements are intended to include a non divided curb and gutter section with storm water drainage, but shall not include sidewalks, lighting, and landscaping which will be undertaken by others in the future.

EXHIBIT "C"
OFF-SITE UTILITY IMPROVEMENTS

FILE NO. 95-001

WATER AND SEWER SERVICE AGREEMENT
TOWN OF DAVIE UTILITIES DEPARTMENT

THIS AGREEMENT, made and entered into this day of June, 1998 by and between the TOWN OF DAVIE, a municipal corporation of the State of Florida, hereby called "UTILITY" and Joimy Enterprises hereinafter called "OWNERS".

WHEREAS, UTILITY is presently engaged in providing water and sewer services; and,

WHEREAS, OWNER owns or controls certain property in Broward County, Florida, legally described as follows:

SEE ATTACHED EXHIBIT "A"

also known as: CCC Trucking Facility at Oakes Road (SW 36 St and SR 7 (US 441) Davie, Florida; all references, hereinafter contained, to OWNER'S property mean the property herein referred to; and,

WHEREAS, OWNER'S are desirous of availing themselves of the facilities of the UTILITY to obtain Water and/or Sewer Service for Commercial use composed of Truck Stop, Hotel, Fuel Depot, Mall, Shopping Center, Freight Area, Truck Repair Shop and Service Center located, or to be constructed on OWNER'S property, as shown on EXHIBIT "A".

NOW THEREFORE THIS AGREEMENT WITNESSETH:

1. UTILITY agrees to furnish water and/or sewer service to the structures within OWNERS property, in accordance with the terms, provisions and stipulations set forth in the standard UTILITY service policy as approved by Town Council under Resolution No. R84-150 which is made a part hereof as if fully set out in this agreement.
2. The OWNERS, for themselves, their heirs, executors, administrators, or successors do hereby covenant and agree to accept said water and/or sewer service in accordance to the terms, provisions and conditions set forth in the standard UTILITY service policy mentioned herein above.
3. The OWNERS without further action, do hereby grant and give to the UTILITY an easement in, under, upon, over and across the said property, including all necessary rights of ingress and egress that the UTILITY shall reasonably require in order to construct, maintain and operate the water and sewer service to the said property and any adjoining or adjacent property provided such easements do not interfere with the OWNER'S use of the property. As further evidence of said granting of easements, and prior to the rendering of service by the UTILITY, OWNER shall convey said easements to UTILITY by this easement grant document, in recordable form prescribed by UTILITY.
4. The OWNERS agree to pay the connection, tap-in, line extension and meter installation charges in accordance with the calculations and schedule shown in EXHIBIT "B" attached hereto and made a part hereof.
5. By these presents, OWNER hereby transfers to Utility title to all water distribution and/or sewage system facilities installed by OWNER or OWNER'S contractor, pursuant to the provisions of this Agreement and the standard utility service policy mentioned herein above. Such conveyance shall take effect without further action upon completion of the installation and upon the acceptance of the new facilities by the Town Engineer. As further evidence of such transfer of title, OWNER shall convey to the UTILITY, by Bill of Sale, in form provided by the UTILITY, the complete water distribution and sewage system facilities as constructed by OWNER and approved by the UTILITY.

Both parties agree that this agreement shall be binding on them, their heirs, executors, administrators or successors in title to the OWNER'S property. However, any other assignment or transfer of OWNER'S rights and obligations under this agreement is hereby prohibited.

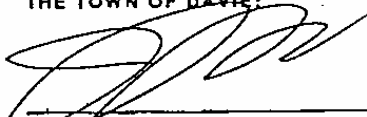
If the UTILITY is required to retain counsel to enforce any term or condition of the agreement, the UTILITY will be able to recover from the OWNER'S all costs incurred, including a reasonable attorney's fee.

3. The UTILITY is not responsible for replacement of driveways, survey stakes, swales, sidewalks, landscaping, fences and etc.
9. Capacity reservations fee's will become due and payable to the UTILITY in accordance with EXHIBIT 'C' attached hereto and made a part thereof.
10. The UTILITY reserves the right to adjust the connection charges if and when the actual flows of the project are found to be in excess of the estimated flows shown in attached EXHIBIT "B", or at any time the site plan or occupancy of the existing building is changed.

IN WITNESS THEREOF THE parties have caused the due execution thereof the day and year first above written.

signed, sealed and delivered in
the presence of:

THE TOWN OF DAVIE:




MAYOR

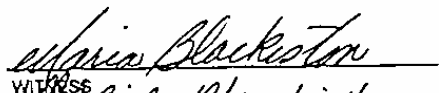
WITNESS

WITNESS

ATTEST

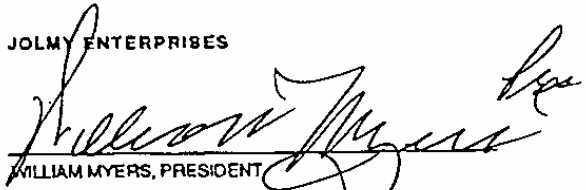


WITNESS
ROBERT RAWLS
(name of witness typed or printed)



WITNESS
MARIA BLACKISTON
(name of witness typed or printed)

JOLMY ENTERPRISES

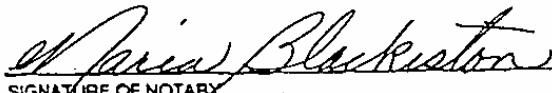


WILLIAM MYERS, PRESIDENT
CORPORATE SEAL

STATE OF FLORIDA
COUNTY OF BROWARD

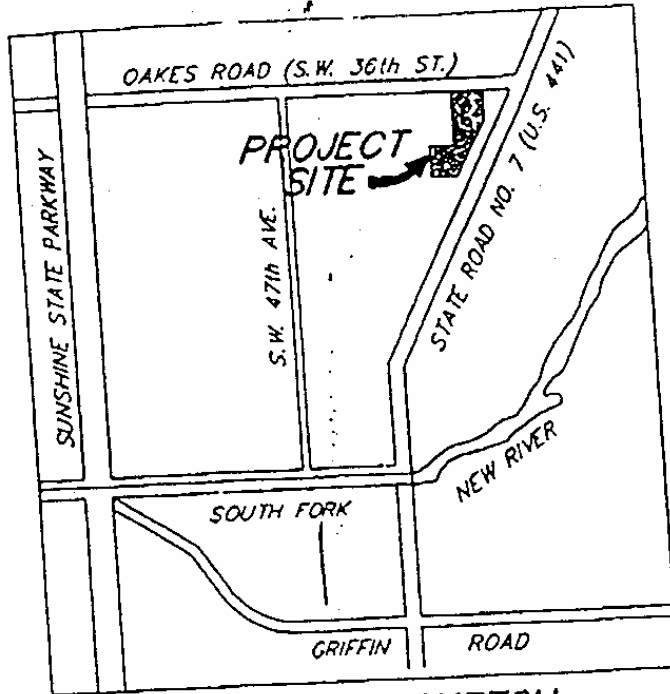
The foregoing instrument was acknowledged before me this 19 day of JUNE MARCH 1997, by
WILLIAM MYERS, ~~as~~ PRESIDENT of JOLMY ENTERPRISES who is personally known to me or who has
produced _____ as identification and who did/did not take an oath on their behalf.

My commission expires:



SIGNATURE OF NOTARY
MARIA BLACKISTON
(NAME OF NOTARY, TYPED, PRINTED OR STAMPED)

EXHIBIT "A"



LOCATION SKETCH

(SECTION 25, TWP. 50S., RGE. 41 E.)
(N.T.S.)

LEGAL DESCRIPTION

PARCEL "A", I.D.F. PLAT, according to the plat thereof as recorded in Plat Book 87, Page 15 of the public records of Broward County, Florida.

LESS AND EXCEPT:

A portion of Parcel "A", I.D.F., according to the plat thereof as recorded in Plat Book 87, Page 15 of the public records of Broward County, Florida.

Commencing at the Southwest corner of said Parcel "A", thence North 00°13'99" West, on the West line of said Parcel "A", a distance of 426.35 feet to the POINT OF BEGINNING; thence continuing North 00°13'00" West, on said West line, a distance of 838.35 feet to a Point of Curve; thence Northeasterly on a curve to the right, with a radius of 25.00 feet, a central angle of 90°20'00", on arc distance of 39.42 feet, to a point of tangency of the North line of said Parcel "A"; thence South 89°53'00" East, on said North line, a distance of 255.85 feet; thence South 00°13'00" East, a distance of 864.00 feet; thence North 89°53'00" West, a distance of 281.00 feet, to the POINT OF BEGINNING.

EXHIBIT "B"

DATE: 1/9/96
Proj #96-001WATER AND SEWER SERVICE AGREEMENT
TOWN OF DAVIE UTILITIES DEPARTMENT

- I. OWNER'S NAME:
 II. PROJECT NAME: TRUCK STOP AT SR84 SW 47 AVE
 III. PROJECT ADDRESS: SOUTH OF SR84 & I-595 WEST OF SW 47 AVE AND EAST OF TURNPIKE
 IV. INTENDED USE: COMMERCIAL/Truck Stop GPD
 V. ANTICIPATED FLOW 68299.90
 VI. BASIS OF CALCULATION:

1. Hotel with 200 rooms @ 150 gal/room	30000.00 GPD
2. Restaurant 10,000 SF @ 50 Gal/100 SF =	5000.00 GPD
3. Fuel Depot 40,000 SF & 16 Pumps 100 gal/pump =	1600.00 GPD
4. Mall (2 floors) 60,000 SF @ .1 GPD/SF =	6000.00 GPD
5. Shopping Center (2 Floors) 34,100 SF @ .1 GPD/SF =	3410.00 GPD
6. Freight Area 72,700 SF @ .04 GPD/SF =	2908.00 GPD
7. Truck Repair Shop 90,765 SF @ .1 GPD/SF =	9076.50 GPD
8. Service Center 103,054 SF @ .1 GPD/SF =	10305.40 GPD
TOTAL GPD	68299.90 GPD

ERC'S
195.14

VII. NUMBER OF ERC'S THIS PROJECT (350 G.P.D./ERC) =

CONTRIBUTION CHARGES

VIII. WATER SYSTEM

- A. Plant Connection Charge: \$437.50/ERC
 B. Hydraulic Share of Existing Main lines: \$262.50/ERC

TOTAL WATER CONTRIBUTION CHARGES

CHARGES

\$85,373.76
\$51,224.25

\$136,598.00

IX. SEWAGE SYSTEM

- A. Plant Connection Charge @ \$700.00/ERC
 B. Hydraulic Share of Existing Transmission/Collection lines and equipment: \$250.00/ERC
 C. Effluent Disposal Service Charge: \$350.00/ERC

TOTAL SEWER CONTRIBUTION CHARGE

\$136,598.00

\$48,785.00
\$68,299.00

\$253,682.00

TOTAL CONTRIBUTION CHARGES

\$390,280.00

X. WATER SERVICES

A. TAPPING CHARGE: *tap @ /TAP

* PIPE CROSSING X'S /CROSSING

C. SERVICE LINE EXTENSIONS:

L.F. OF * LINE X'S /L.F.

L.F. OF * LINE X'S /L.F.

D. METER INSTALLATION CHARGE:

MTRS

TOTAL OTHER CHARGES FOR WATER SERVICES

\$0.00

ALL SEWER TAPPING AND SEWER LINE EXTENSIONS WILL BE DONE BY DEVELOPER AT HIS OWN EXPENSE.

Credit will be given to Owner/Contractor for the following improvements to the Off Site Water and Sewer lines needed to bring Water and Sewer to the above project.

Credit for Off Site Water Lines @ \$262.50 per ERC =

-\$33,638.76

Credit for Off Site Sewer Lines @ \$250.00 per ERC =

-\$32,035.00

Credit for construction of master lift station to be done by owner/contractor

-\$50,000.00

XI CHARGES FOR ON-SITE CONSTRUCTION WORK DONE BY TOWN FORCES

Total Credit

-\$115,671.76

(See attached breakdown)

XII EXTENSION OF FORCE MAIN IS TO BE DONE AND PAID FOR BY CONTRACTOR/OWNER

TOTAL OWED TO TOWN FOR THIS PROJECT:

\$274,608.25

XIII REMARKS: * work to be done and paid for by the contractor/owner
** cost of meter to be determined before installation

XIV SCHEDULE OF PAYMENT:

25% due upon execution of agreement
25% due upon execution of agreement
50% due before issuance of CO

\$68,652.08

\$68,652.06

\$137,304.13

EXHIBIT "C"

CAPACITY RESERVATION FEES

1. IMPLEMENTATION: Upon receiving a "Certificate of Occupancy" for any unit, or six (6) months from the date of this agreement, whichever occurs first, OWNER agrees to pay the UTILITY monthly charges as CAPACITY RESERVATION FEES based upon the following:

- (a) Payments for each ERC covered by this agreement shall be equal to the base service charge for water and sewer service for a residential single family house in accordance with the current rate schedule of the UTILITY.
- (b) Guaranteed Revenue payments shall commence on the first of the month following the receipt of the Certificate of Occupancy, or six (6) months from the date of this Agreement, whichever shall occur first.
- (c) As units are sold or rented and the accounts are placed in the consumers name, the OWNER shall be relieved of the responsibility for payments of the capacity reservation fees for that particular unit.

2. TREATMENT OF CAPACITY RESERVATION FEES: The parties acknowledge that payments of CAPACITY RESERVATION FEE made by the OWNER shall be considered as revenue (income) on the UTILITIES books. Under no circumstances shall payments of such fees be considered contributions in aid of construction. It is further recognized, understood and agreed that such CAPACITY RESERVATION FEES are in lieu of actual revenue from consumers for that interim period of time prior to the construction and occupancy of dwelling and building.

3. FAILURE TO PAY: Failure to pay the CAPACITY RESERVATION FEES by the FIFTEENTH of each month shall be considered a default by OWNER. As a consequence of such default by the OWNER, any reserved plant capacity under this Agreement shall automatically be rescinded and forfeited any and all payments made to reserve such plant capacity shall be applied against the outstanding invoices for CAPACITY RESERVATION FEES.

4. REQUIREMENT TO PAY: The requirement for the payment of said CAPACITY RESERVATION FEE shall be a covenant running with the land and shall be a condition precedent to further service and binding upon the OWNER, its successors and assigns or subsequent owners holding by or through the OWNER.

5. WAIVING OF CAPACITY RESERVATION FEES: The above CAPACITY RESERVATION FEES will be waived if OWNER pays in full all connection and other contribution charges, at the time the Water and Sewer Agreement is executed. However, if after 36 months from the date of execution of the Water and Sewer agreement any of the reserved units within the project has not yet been occupied by a consumer receiving active Water and/or Sewer Service, then monthly payment for CAPACITY RESERVATION FEES, shall be started for all units not yet occupied.

WATER AND SEWER SERVICE AGREEMENT FILE NUMBER 96-001 BETWEEN
THE TOWN OF DAVIE AND
JOLMY ENTERPRISES

APPROVED AS TO FORM:

BARRY S. WEBBER, TOWN ATTORNEY

DATE: _____

*Zoning
is
M-3
(density)*

be utilized for or be deemed to meet the requirements of this article for off-street loading facilities.

(G) Nothing in this section shall prevent the collective, joint or combined provision of off-street loading facilities for two (2) or more buildings or uses; provided, that such off-street loading facilities are equal in size and capacity to the combined requirements of the several buildings or uses and are so located and arranged as to be usable thereby.

(H) Plans for buildings or uses requiring off-street loading facilities under the provisions of this section shall clearly indicate the location, dimensions, clearances and access of all such required off-street loading facilities.
(Ord. No. 90-4, § 7, 2-21-90)

Secs. 12-213–12-236. Reserved.

ARTICLE VIII. SIGNS, LIGHTING

DIVISION 1. SIGNS*

Sec. 12-237. Purpose:

The purpose of this division is to regulate the type, location, erection, movement, reconstruction, enlargement, conversion, placement, size, number and character of signs in the Town of Davie. This division is further intended to allow for the overall improvement of the visual environment of the town through such sign regulation in order to promote the environment, social and economic well-being of the community.
(Ord. No. 90-58, § 2(12-220), 10-17-90)

*Editor's note—Section 2 of Ord. No. 90-58, adopted Oct. 17, 1990, amended the Code by adding provisions pertaining to signs and designated as §§ 12-220–12-228. In as much as Ord. No. 90-4, adopted Feb. 21, 1990, had already reserved Div. 1 of Art. VIII, §§ 12-237–12-259, for sign regulations, the editor has renumbered these provisions as §§ 12-237–12-245. The original numbering of these provisions has been preserved in the history note following each section and in the Code Comparative Table at the back of this volume in order to aid in tracking.

Sec. 12-238. General regulations.

(A) *Sign Standards and Area Determination:* Sign area shall be defined by the following (also see Illustration 12-238(A) and the general definition of "Sign, Area of" in Section 12-503):

- (1) In the case of freestanding, awning or canopy and changeable copy signs, the entire surface area of the sign designed for the placement of the message is the sign area. The supporting structure or bracing of a sign shall not be counted as a part of the sign area. Where a sign has two (2) display faces back to back, the area of only one (1) face shall be considered the sign area. The area of only one (1) face shall be considered the sign area where double-faced signs with opposing faces have an interior angle of fifteen (15) degrees or less.
- (2) For wall, fascia and graphic signs whose message is fabricated together with the background which borders or frames that message, the sign area shall be the total area of the entire background.

(B) *Sign Location and Setbacks:*

- (1) No sign shall obstruct a clear view to and from traffic along any street right-of-way, entrance or exit.
- (2) No signs, including traffic signs and similar regulatory notices, except those of a duly constituted governing body, shall be allowed to project or be located within road right-of-way nor upon any portion of the right-of-way area of the South New River Canal lying within the town.
- (3) Signs shall be set back from any existing right-of-way line or property line a distance equal to or greater than the sign height except as provided in the Western Theme District. Signs may be located within a required bufferyard along a public street right-of-way, except where otherwise prohibited by this division. No signs, however, shall be located along any side or rear lot line within a required bufferyard.

(C) *Building Permits Required; Exceptions:* No person shall erect, alter, or relocate any sign

within the incorporated areas of the Town without first obtaining a building permit, with the following exceptions:

- (1) Memorial signs and tablets displayed on public property or in cemeteries;
- (2) Address numerals and signs not exceeding one (1) square foot in area and bearing the names of occupants of the premises;
- (3) Legal notices;
- (4) Traffic-control and directional signs; off-street parking signs. The maximum size of such signs shall not exceed three (3) square feet in area each and shall bear no advertising.
- (5) Governmental signs and governmental entity flags, which are the official flags of the United States, State of Florida, Broward County, the Town of Davie or other recognized governmental agency and which are properly displayed.
- (6) "No Trespassing" and "No Dumping" signs; provided, that no such sign shall exceed two (2) square feet in surface area.
- (7) Combined on-site nameplates and addresses for residences, provided, that no such combined nameplate and address sign shall exceed three (3) square feet of combined area.
- (8) No more than one (1) "Open/Closed" and one (1) "Vacancy/No Vacancy" sign, not to exceed two (2) square feet in area each, may be displayed for each business.
- (9) The change of copy on permitted changeable copy signs.
- (10) Real estate signs provided that they adhere to the provisions of Section 12-243(D)(2) of this article.
- (11) Temporary development signs provided that they adhere to the provisions of Section 12-243(D)(3) of this article.
- (12) Window and wall openings signs provided that they adhere to the provisions of Section 12-238(D)(1) and (2) of this article.
- (13) Signs erected, used or maintained on a farm by the owner or lessee of such farm

and relating solely to farm produce, merchandise, service, or entertainment sold, produced, manufactured, or furnished on such farm. It is specifically recognized that any structure that would otherwise constitute a billboard, shall be subject to all of this Code's conditions, restrictions and prohibitions applicable to billboards.

(D) *Window Signs:*

- (1) Window signs, identifying the business name, address, hours of operation, and telephone number only and consisting of lettering affixed directly to the window surface without a background, shall not exceed five (5) square feet in area.
- (2) Window and wall opening signs advertising the business, services or products offered on the premises shall be permitted to be the greater of ten (10) square feet or ten (10) percent of the glass area of the facade or wall opening area, and located so as not to extend beyond the exterior edges of the building wall. Window advertising signs and wall opening advertising signs in excess of these requirements, shall be subject to the wall sign limitations contained in Section 12-242 B herein and to the temporary sign limitations contained in Section 12-243 (D)(5) herein.

(E) *Maintenance:* The repainting, changing of parts and preventive maintenance of signs not normally requiring a building permit shall be permitted; provided, however, that such maintenance is consistent with the originally approved sign plan and is otherwise in conformance with this division.

(F) *Spotlights:* Any spotlights permitted to illuminate signs shall be shielded such that their light source cannot be seen from adjoining roads.

(G) *Height/Clearance:*

- (1) The height of a freestanding sign shall be measured as indicated for the definition of "Height, Sign."
- (2) The clearance of a projecting sign shall be measured from the base of the sign face area to the ground below.

- (3) The height of a wall sign shall be measured from the grade level of the base of the building below the sign to the top of the sign area. The top of the sign shall be no higher than the maximum permitted building height.

(H) *Construction and Maintenance Above Roof Line Prohibited Generally.* No signs shall be erected, constructed and maintained upon or above the roof line of any building, nor shall any sign be erected, constructed or maintained so as to extend above said roof line, except as herein provided for mansard signs, below, and horizontal rooftop signs in section 12-242(G).

(I) *Mansard Signs:* A sign attached to or erected against a mansard of a building, with the sign face horizontally parallel to the building wall, is deemed to be a wall sign and not a roof sign, provided said sign further complies with the following limitations:

- (1) The height of a mansard sign shall not be greater than one-half the vertical distance between the top and bottom of the mansard upon which it is affixed.
- (2) The sign shall be designed to cover or otherwise obscure from public view all struts, angle irons or other supports to the sign.
- (3) Mansard signs shall not extend above the highest point nor below the lowest point of the mansard to which it is affixed.
- (4) Mansard signs shall be in accordance with an approved site plan.

(J) *Signs Prohibited in All Districts:*

- (1) No flashing, fluttering, undulating, swinging, rotating or otherwise moving signs or other decorations shall be permitted.
- (2) Any sign which, or any part of which, is in motion by any mechanical or electrical means, including fluttering, rotating or other signs.
- (3) Any sign or message board displaying flashing, alternating or intermittent lights or lights of changing degrees of intensity or changes.

- (4) Lighting, either by exposed tubing or strings of lights, either outlining any part of a building or affixed to any ornamental feature thereof except strings of lights used for the celebration of the December holidays and strip lighting regulated under the provisions of Section 12-245. Nonblinking, white lighting in a string of lights is permitted to outline a building and its architectural features in the Western Theme Area throughout the year. Such lighting shall be maintained in operating condition.
- (5) Any sign that obscures or interferes with a sign displayed by public authority for the purpose of giving traffic instructions or direction or other public information.
- (6) Any sign that uses the word "stop" or "danger" or otherwise presents or implies the need or requirement of stopping or caution because of the existence of danger or which is a copy of imitation of or which, for any reason, is likely to be confused with any sign displayed by public authority.
- (7) Any sign that obstructs any window, door, fire escape, stairway, ladder or opening intended to provide light, air, ingress or egress for any building as required by law. No sign shall be attached to a stand pipe.
- (8) Any sign or illumination that causes any direct glare into or upon any building, other than the building to which the sign may be related.
- (9) Off-site signs which advertise businesses, establishments, activities, goods, products, facilities or services or other message not made, produced, sold or present on the premises or site where the sign is installed and maintained. Additionally, it shall be unlawful to erect, construct or reconstruct a billboard sign in any area of the Town. A building permit, to be renewed annually, must be obtained for each existing billboard sign location, except that up to ten (10) new billboards may be erected within the Town of Davie, provided that the Town Council has deter-

mined that at least a minimum of five (5) percent of the gross revenues from the advertising on said billboards, which under no circumstances shall be less than eight thousand dollars (\$8,000.00) per year per sign, are directed to nonprofit corporations serving the residents of the Town of Davie, which funds will assist in funding such nonprofit corporation projects serving the interest of the citizens of the Town of Davie, subject to the Town Council certifying that any potential site upon which these billboards may be erected and the proposed billboards meet the following requirements:

- (a) The billboard is limited in size to fourteen (14) feet by forty-eight (48) feet and is supported by a single pole;
- (b) The billboard structure under the sign includes a statement that revenues from the sign are used to help a specific non-profit corporation which shall be named in the statement in lettering no less than eighteen (18) inches tall.
- (c) The billboard site is not located within a residential zoning designation, nor is it within one hundred (100) feet of a residential zoning district as measured from the nearest portion of the billboard;
- (d) The billboard site is located adjacent to the I-595 or I-75 corridors or the Florida Turnpike;
- (e) The billboard site is not located within one thousand five hundred (1,500) feet of a site previously certified by the Town Council; and
- (f) Any additional reasonable regulations, including the posting of bonds if deemed necessary by the Town Council.
- (g) The Town Council shall have the right to reject any proposed site notwithstanding the site's compliance with subsections (a) through (f) above.

A permit for these billboards shall be issued by the Town of Davie upon submission to the Town Building Department of the following:

- (a) Certification that the Town Council has determined that the site for the billboard and the proposed billboard comply with the requirements of this subsection (9);
- (b) An executed agreement by a company providing outdoor advertising substantially in the form attached hereto and incorporated herein by reference, together with the requisite evidence that the company has entered into an agreement with a nonprofit corporation to assure that at least a minimum of five (5) percent of the gross revenues from the advertising on said billboards, which under no circumstances shall be less than eight thousand dollars (\$8,000.00) per year per sign, are directed to said nonprofit corporation to assist in funding such nonprofit corporation's projects exclusively serving the residents of the Town of Davie; and
- (c) A lease for the proposed site upon which the billboard is to be erected.
- (d) Plan reflecting that the billboard is no more than sixty (60) feet above the crown of any adjacent, limited-access arterial roadway;
- (e) Plans reflecting that the billboard placement within the site conforms with the requirements of Chapter 479, Florida Statutes, all other applicable federal, state and county regulations, and municipal regulations, not in conflict with the provisions of this subsection (9).

A certified public accountant serving as an outside auditor to the permit holder shall, at the permit holder's expense, provide to the Town on an annual basis a statement verifying revenues from each permitted sign for purposes of verification

of the gross revenues. The Town's Finance Department shall thereafter be authorized to inquire of the certified public accountant as to the statement and to review the work papers of the certified public accountant and verify the findings. For purposes of this subsection (9), gross revenues shall not include monies received for payment of sales tax.

Certification of any site shall terminate one hundred eighty (180) days after certification if a building permit for the sign has not been issued within the one-hundred-eighty-day period. In the event a permittee uses all sites allowable under its agreement with the Town, the certification of all additional sites shall then immediately expire.

- (10) Portable trailer signs, either fixed or movable.
- (11) Off-site directional signs except as provided for by Section 12-243(B).
- (12) Sandwich signs except in the Western Theme Area.
- (13) Any sign located within a public right-of-way except as provided by this division.
- (14) Wall signs which are painted directly upon walls except as may be permitted in the Western Theme Area.
- (15) Signs as a principal use in any zoning district except as otherwise provided for in this division.
- (16) The posting of any signs on any permanent or temporary structure or building, pole or tree located in any public street right-of-way, public park or other public way or place within the Town without Town approval.
- (17) Vehicles or other property with "For Sale" signs when located on any public property.
- (18) Signs mounted to fences except as permitted under Section 12-242(B).
- (19) Temporary signs affixed to permanent signs for a period exceeding thirty (30) days.
- (20) Signs that are painted or mounted on rocks or other natural features or affixed to trees.
- (21) No sign of any character, including any sign advertising the exact nature and kind of business conducted on the premises, shall be permitted for the exhibition, by posting, painting or in any other manner displaying, of any statement, word, character or illustration of any obscene, indecent or immoral nature.
- (22) Signs shall not resemble, imitate or approximate the shape, size, form or color of railroad or traffic signs, signals or devices. Signs shall not obstruct or interfere with the effectiveness of railroad or traffic signs, signals or devices, nor be lighted in such a way so as to cause glare or impair driver visibility upon public ways.

(K) *Abandonment*: All signs and sign messages shall be removed by the owner or lessee to the premises upon which an on-site sign is located when the business it advertises is no longer conducted or, for an off-site sign, when lease payment and rental income are no longer provided. All sign messages shall be removed by the owner or lessee from the premises upon which an on-site sign message or sign is located within thirty (30) days of the vacation of the premises. If the owner or lessee fails to remove the sign or sign message, the sign or sign message shall be deemed in violation of this division.

(L) *Vehicular Signs*: A sign on a motor vehicle or trailer while operating in the normal course of business which conveys the name, address, telephone number and/or logo of a licensed business for which the vehicle is used shall be permitted. No person shall park any motor vehicle or trailer on public or private property so as to be seen from the public right-of-way which has attached thereto or located thereon any sign for the purpose of advertising a product or directing people to a business activity.

(M) *Sign Maintenance*: The owner of any sign shall keep it in good maintenance and repair, which includes restoring, repainting or replacement of a worn or damaged legally existing sign to its original condition, and shall maintain the

premises on which the sign is erected in a clean, sanitary and inoffensive condition, free and clear of obnoxious substances, rubbish and weeds.

(N) *Signs Located in the Western Theme Area:* Signs located in the delineated Western Theme Area in the town shall also follow those guidelines established in the publication titled *Western Theme Development Manual* as adopted by the town council and as referenced herein.

(O) *Signs Located in the Agriculture (AG) and A-1 Districts:* Signs located within the Agriculture (AG) and A-1 districts of the town shall follow the following guidelines:

- (1) There may be one (1) identification sign for each firm, ranch, grove, nursery or other permitted agricultural use. Such sign shall not exceed thirty-two (32) square feet in area.
- (2) There may be directional signs on a plot which shall not exceed three (3) square feet in area and which shall not be visible from a public street right-of-way.
- (3) Where the primary use of the premises is a grove, farm or any combination thereof upon which citrus products or produce is grown, the following regulations shall apply to only those signs which advertise for sale products grown on the premises:
 - (a) Two (2) signs not over thirty-two (32) square feet in sign area.
 - (b) No sign shall be illuminated.
 - (c) The signs may accommodate changeable copy to indicate the currently available products.
- (4) All such signs shall otherwise follow all other applicable sign regulations set forth in this division.

(P) *Noncommercial Copy.* Any sign authorized in sections 12-237 through 12-245 of the Town Code is allowed to contain noncommercial copy in lieu of other copy.

(Q) *Signage in Scenic Corridors.*

- (1) Signage proposed in the scenic corridor, as defined in section 12-283, is intended to be minimal in appearance and to har-

monize with the natural surroundings. Therefore, special sign regulations shall apply to scenic corridors. No sign shall be permitted in the scenic corridor which does not comply with the following standards:

- (a) The face of all signs shall be made of natural materials or substances derived from natural materials, including, but not limited to, wood, stucco, stone, brick and clay tile.
- (b) Any single-family residence with access on a designated road shall be permitted one (1) address sign of not more than one (1) square foot area per dwelling unit.
- (c) A non-residential development site located within a scenic corridor shall be permitted one (1) free-standing sign, for identification purposes only, of not more than twenty-four (24) square feet in copy area per use. Any signage square footage approved in the scenic corridor shall be subtracted from the allowable square footage of the parcel identification sign.
- (d) One street name or street identification sign of not more than one and one-half (1.5) square feet shall be allowed at each permitted access way or access point along the designated roads.
- (e) Free-standing signs shall not exceed four and one-half (4.5) feet in height.
- (f) A planting bed at least four (4) feet in depth shall surround the sign. This bed shall contain one hundred (100) percent native shrubs and supplemental native ground cover, and shall be shown on the site plan.
- (g) Free-standing signs shall be set back a minimum of ten (10) feet from the edge of the road right-of-way.

(Ord. No. 90-58, § 2(12-221), 10-17-90; Ord. No. 91-33, 9-4-91; Ord. No. 90-67, § 1, 12-19-90; Ord. No. 92-17, § 4, 5-6-92; Ord. No. 95-15, § 1, 3-15-95; Ord. No. 95-42, § 1, 12-6-95; Ord. No. 96-30, § 1,

§ 12-238

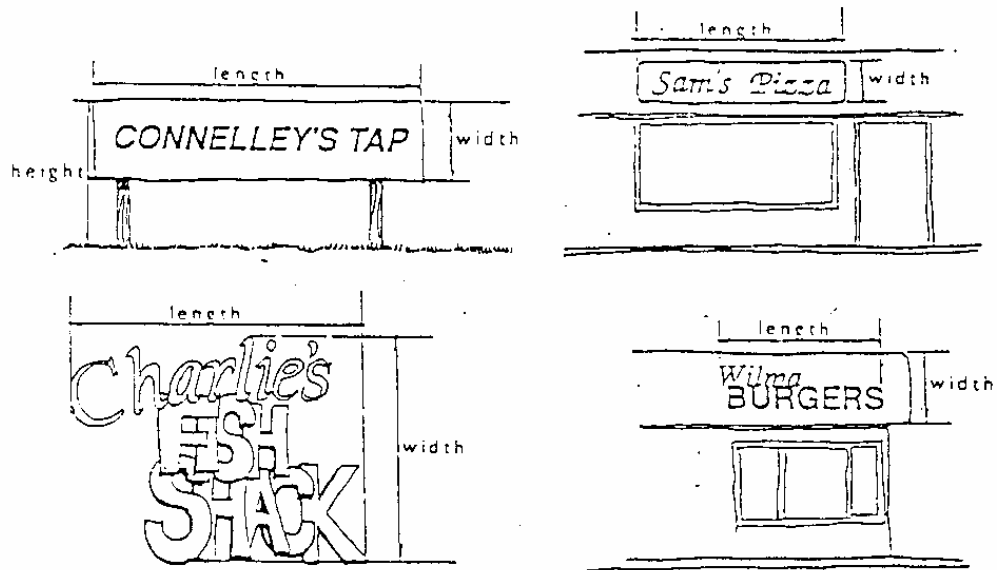
DAVIE CODE

6-19-96; Ord. No. 97-32, § 1, 6-18-97; Ord. No.
97-49, § 1, 9-3-97; Ord. No. 2000-29, § 6, 7-19-00;
Ord. No. 2002-35, § 1, 10-16-02)

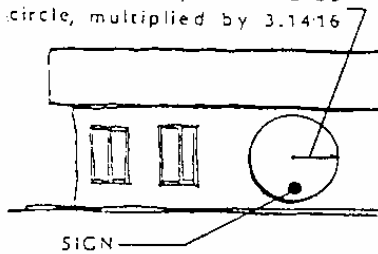
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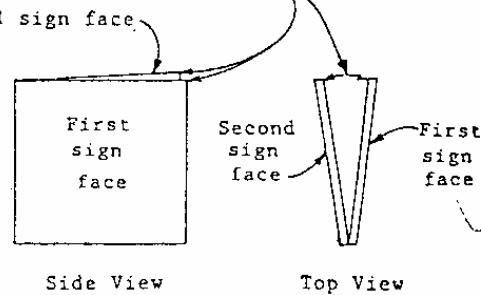
Illustration 12-238(A)
Sign Standards and Area Determination



Sign size measured by the RADIUS of the circle, multiplied by 3.1416



Angle created must not be greater than 15 degrees
Second sign face



Sec. 12-239. Sign lighting and illumination.

Permitted methods of sign lighting and illumination may be divided into several types as described below. Illustration 12-239(1) demonstrates how signs shall be illuminated.

- (1) *Generally.* The sign has neither an internal light nor an external light source which is intended to specifically light that sign. Rather, the sign depends on the general lighting of the area (i.e., parking lot, street or pedestrian area lighting) for illumination.
- (2) *Internal illuminated message.* The sign is made of metal, wood, or other material that is not translucent, and the message is cut out of the material and replaced with translucent material. The sign's light source is located inside the sign.
- (3) *Internal illuminated sign.* The sign face is made of translucent material with internal light source.
- (4) *Back-lighting.* The message is raised beyond the sign's background and the lighting illuminates the sign from behind in the form of back-lighting or reversed channel lighting.
- (5) *Shielded spotlight.* The sign is lighted by spotlights specifically directed at it. The spotlights are fully shielded so that they are not visible from streets or adjoining property.
- (6) *Neon signs.* The message is conveyed through the use of neon tubing; not to be considered strip lighting as regulated in section 12-245 of this division.